

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

680
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FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
July 6, 2009

SUBJECT: Clark Street/Old Elsinore Road and Rider Street Traffic Signal Project

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to execute the attached Agreement by and between the Redevelopment Agency for the County of Riverside (the "Agency") and the County of Riverside in the amount of \$500,000 for a Traffic Signal, Safety Lighting and Associated Street Improvements and make the following findings:

1. The proposed traffic signalization improvement project will benefit the Mead Valley Sub-Area of the I-215 Corridor Project Area by providing improved traffic circulation and pedestrian safe intersections for the community;
2. The proposed project will eliminate physical blight within the project area by constructing a much needed traffic signal;
3. No other reasonable means of financing the project is available due to limited funds for transportation facilities; and
4. The improvements are consistent with the Implementation Plan for the Project Area, which identifies road improvements as much needed facilities.

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 500,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS:	I-215 Corridor Redevelopment Project Area Capital Improvement Funds- Mead Valley Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

- Dep't Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy
- Policy

Prev. Agn. Ref.:

District: 1

Agenda Number:

3.45

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL

BY: ~~KATHERINE A. LIND~~ 07/06/09 DATE

Departmental Concurrence

Clark Street/Old Elsinore Rd and Rider Street Traffic Signal Project

July 6, 2009

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BACKGROUND: Agency staff have been working with the community, the Mead Valley Municipal Advisory Council (MAC) and the Riverside County Transportation Department (County), to develop a plan to assist in the elimination of blight and revitalize the substandard physical and economic conditions that exist within the Mead Valley Sub-Area of the I-215 Corridor Project Area. A need was identified to improve the intersection at Clark Street/Old Elsinore Road and Rider Street by installing a traffic signal. The proposed improvements will assist in eliminating blighting conditions by improving traffic circulation and providing safer access for pedestrians and school children at the intersection.

Staff consulted with the MAC at their monthly meeting and the MAC recommended approval of this proposal. Therefore, staff recommends the Board of Supervisors approve the Agreement so the Agency can proceed with funding the project.

Project No. B9-0998.

1 **WHEREAS**, the Agency agrees to reimburse RCTD for the costs associated with the
2 design and construction of the PROJECT at the intersections of Clark Street/Old Elsinore Road
3 and Rider Street using redevelopment funds.

4 **NOW, THEREFORE, BE IT RESOLVED**, found and determined that for the
5 covenants, conditions, provisions, and mutual promises contained herein, the parties hereto do
6 hereby agree as follows;

7 **SECTION 1. Purpose of the Agreement**. The purpose of this Agreement is to assist in
8 improving public safety by designing and constructing the PROJECT at the intersection of Clark
9 Street/Old Elsinore Road and Rider Street.

10 **SECTION 2. Location of the Project**. The project site is located in the unincorporated
11 community of Mead Valley in Riverside County, as shown in the attached Exhibit A.

12 **SECTION 3. Scope of Services**. The work to be performed by RCTD shall include
13 survey, preparation of plans, specifications and estimates, utility coordination, environmental
14 clearance, right-of-way acquisition, advertise, award, inspect and administer a public works
15 contract for the construction of PROJECT in accordance with the local Agency Public Contract
16 Code and the California Labor Code.

17 **SECTION 4. The Contractor**. The contractor(s) for the PROJECT (“the Contractor”)
18 will be selected by RCTD pursuant to the Public Contract Code. RCTD shall be responsible for
19 all services and acts performed by the contractor.

20 **SECTION 5. Disbursement of Funds**. Agency shall reimburse RCTD for the actual
21 cost of the design of the PROJECT in the amount not to exceed five hundred thousand dollars
22 (\$500,000), as detailed in Exhibit “B”.

23 RCTD will be reimbursed upon Agency’s receipt of journal vouchers issued by RCTD
24 for the services specified in this Agreement. A written project status report shall be included
25 with each journal voucher. Said status report shall provide a description of the work completed.
26 Any necessary corrections to journal voucher or project status may result in a delay of payment.
27 All costs incurred for actual work completed by RCTD must be billed to Agency within 6
28 months from completion of services specified in this Agreement in order to receive payment.
Any journal voucher received after this time will be returned to RCTD without payment and
Agency will reprogram any remaining funds.

1 **SECTION 6. RCTD and Other Governmental Agency Permits.** RCTD agrees to
2 obtain, secure or cause to be secured any and all permits and/or clearances which may be
3 required by the County of Riverside or any other federal, state or local governmental or
4 regulatory agency relating to the PROJECT that is the subject of this Agreement.

5 **SECTION 7. Contact Persons.** The following individuals are hereby designated to be
6 the contact persons for their respective Parties:

7 **Agency:** Erlan Gonzalez, Senior Project Manager
8 Riverside County Economic Development Agency
9 1325 Spruce Street, Suite 400
10 Riverside, CA 92507
11 (951) 955-2968 Phone
12 (951) 955-6686 Fax

13 **RCTD:** Neil Nilchian, Engineering Project Manger
14 Riverside County Transportation Department
15 3525 14th Street, Transportation Annex, Riverside, CA 92502
16 (951) 955-6782 Phone
17 (951) 955-3164 Fax

18 **SECTION 8. Conflict of Interest.** No member, official or employee of Agency or
19 RCTD shall have any personal interest, direct or indirect, in this Agreement nor shall any such
20 member, official or employee participate in any decision relating to this Agreement which affects
21 his or her personal interests or the interests of any corporation, partnership or association in
22 which he or she is directly or indirectly interested.

23 **SECTION 9. Interpretation and Governing Law.** This Agreement and any dispute
24 arising thereunder shall be governed and interpreted in accordance with the laws of the State of
25 California. This Agreement shall be construed as a whole according to its fair language and
26 common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
27 construction to the effect that ambiguities are to be resolved against the drafting party shall not
28 be employed in interpreting this Agreement, all parties having been represented by counsel in the
negotiation and preparation hereof.

SECTION 10. No Third-Party Beneficiaries. This Agreement is made and entered
into for the sole protection and benefit of the parties hereto. No other person or entity shall have
any right of action based upon the provisions of this Agreement.

1 **SECTION 11. Indemnification.** Except as to any legal challenge or claim brought
2 by any person or entity questioning the use of redevelopment funds for the purposes set forth
3 herein that is the subject of this Agreement: (i) RCTD shall indemnify and hold Agency, its
4 officers, agents and employees free and harmless from liability to any person or entity not a party
5 to this Agreement from any damage, loss or injury to person and/or property which primarily
6 relates to or arises from the negligence or willful misconduct of the RCTD, its officers, agents, or
7 employees in the execution or implementation of this Agreement; (ii) Agency shall indemnify
8 and hold RCTD, its officers, agents, or employees free and harmless from any person or entity
9 not a party to this Agreement from any damage, loss or injury to person and/or property which
10 primarily relates to or arises from the negligence or willful misconduct of Agency, its officers,
11 agents, or employees in the execution or implementation of this Agreement.

12 **SECTION 12. Insurance.** County shall cause County's design consultant and County's
13 construction contractor to each maintain in force, until completion and acceptance of the Traffic
14 Signal, Safety Lighting and Street Improvements at the intersection of Clark Street and Rider
15 Street Project contract, a policy of General Liability Insurance, including coverage of Bodily
16 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single
17 limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000
18 minimum. Endorsements to each policy shall be required which name the Agency, its officers,
19 directors, officials, agents and employees as additionally insured. County shall also require
20 County's design consultant and County's construction contractor to each maintain to maintain
21 Worker's Compensation Insurance. Additionally, County shall require County's design
22 consultant to maintain in force, until completion of construction, a policy of Professional
23 Liability Insurance for all engineering work performed for Project, with a limit of liability of not
24 less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. County shall provide
25 copies of Certificates of Insurance and Additional Insured Endorsements which meet the
26 requirements of this section to Agency prior to start of construction. It is mutually agreed that
27 County is authorized to accept alternate insurance coverage, in lieu of the above stated
28 requirements, if approved by the County of Riverside office of Risk Management.

1 **SECTION 13. Section Headings.** The Section headings herein are for the convenience
2 of the parties only and shall not be deemed to govern, limit, modify or in any manner affect the
3 scope, meaning or intent of the provisions or language of this Agreement.

4 **SECTION 14. Time Limit.** RCTD shall complete the work that is the subject of this
5 Agreement within a period of twelve (12) months after the date of execution of this Agreement.
6 In the event said twelve (12) month period expires prior to the completion of the work, the terms
7 of this Agreement may be extended upon written consent of both parties. Nothing in this Section
8 shall be deemed a waiver of any or all claims or other actions by either party in regard to any
9 breach of this Agreement.

10 **SECTION 15. Compliance With Laws And Regulations.** By executing this
11 Agreement, Agency and RCTD agree to comply with all applicable federal, state and local laws,
12 regulations and ordinances.

13 **SECTION 16. Assignment And Modification.** This Agreement shall not be assigned,
14 amended or modified without prior written approval of the Agency and RCTD.

15 **SECTION 17. Waiver.** Failure by a party to insist upon the strict performance of any
16 of the provisions of this Agreement by the other party, or the failure by a party to exercise its
17 rights upon the default of the other party, shall not constitute a waiver of such party's right to
18 insist and demand strict compliance by the other party with the terms of this Agreement
19 thereafter.

20 **SECTION 18. Severability.** Each paragraph and provision of this Agreement is
21 severable from each other provision, and if any provision or part thereof is declared invalid, the
22 remaining provisions shall remain in full force and effect.

23 **SECTION 19. Authority To Execute.** The persons executing this Agreement or
24 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent
25 that they have the authority to execute this Agreement and warrant and represent that they have
26 the authority to bind the respective parties to this Agreement to the performance of its
27 obligations hereunder.

28 **SECTION 20. Entire Agreement.** This Agreement is intended by the Parties hereto as
a final expression of their understanding with respect to the subject matter hereof and as a
complete and exclusive statement of the terms and conditions thereof and supersedes any and all

1 complete and exclusive statement of the terms and conditions thereof and supersedes any and all
2 prior and contemporaneous agreements and understandings, oral or written, in connection
3 therewith. Any amounts to or clarification necessary to this Agreement shall be in writing and
4 acknowledge by all parties to the Agreement.

5 **IN WITNESS WHEREOF**, Agency and RCTD have executed this Agreement as of the
6 date first above written.

7 **REDEVELOPMENT AGENCY**
8 **FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

9 _____
10 Jeff Stone, Chairman
11 Board of Directors

Jeff Stone, Chairman
Board of Supervisors

12 **ATTEST:**

13
14 **By** _____
15 Kecia-Harper Ihem, Clerk of the Board

16 **APPROVED AS TO FORM:**

17 **FORM APPROVED COUNTY COUNSEL**

18 BY: Marsha L. Victor 6/17/09
19 MARSHA L. VICTOR DATE

20 Pamela J. Walls, County Counsel
21 Michelle Clark, Deputy

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Exhibit "A"
Proposed Traffic signal at Clark St/Old Elsinore Rd and Rider St
Project Cost Estimate

TASK	AGENCY	RCTD	TOTAL
Design (preliminary survey, plans, specifications, estimate), utility and other coordination, environmental clearance, administration and others.	\$75,000	0	\$75,000
Right-of-way Acquisition / Construction	\$365,000	0	\$365,000
Construction Survey	\$15,000	0	\$15,000
Construction Engineering	\$45,000	0	\$45,000
Total			\$500,000

Exhibit B

COUNTY OF RIVERSIDE

A TRAFFIC SIGNAL
WITH ASSOCIATED WORK AT
RIDER STREET AND
CLARK STREET/OLD FLS. NORF ROAD

